

MEMORANDUM OF UNDERSTANDING

between the

**CABINET FOR HEALTH AND FAMILY SERVICES,
DEPARTMENT FOR PUBLIC HEALTH**

and the

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

THIS AGREEMENT, made and entered into on the 1st day of July 2013, by and between the Kentucky Cabinet for Health and Family Services, Department for Public Health, Office of Vital Statistics (hereinafter the "Cabinet") and the Lexington-Fayette Urban County Government (hereinafter "LFUCG"), establishes the procedures relating to an exchange of information contained in Vital Records.

WHEREAS, pursuant to KRS 213.131 (4), the Cabinet may authorize the disclosure of information contained in vital records, for research and official administrative purposes, if:

The information is requested by a federal, state, county, or municipal agency of government which needs the data or information in the conduct of official duties; or

The Cabinet has prepared, in writing, a statement of the conditions under which the data or records will be used and received an agreement signed by a responsible agent of the research organization agreeing to meet with and conform to the conditions.

WHEREAS, pursuant to KRS 194A.060, the Cabinet shall share pertinent information from within the agency's records on clients, current and former clients, recipients and patients as may be permitted by federal and state confidentiality statutes and regulations governing release of data with other public, quasi-public, and private agencies involved in providing services to current and former clients or patients subject to confidentiality agreements as permitted by federal and state law if those agencies demonstrate a direct, tangible, and legitimate interest in the records.

WHEREAS, the Lexington Division of Police (hereinafter the "LDP") is a political subdivision of the Lexington-Fayette Urban County Government and in the course of its official duties is responsible for conducting investigations;

WHEREAS, the LDP is requesting access to data or information contained in vital records that is necessary to assist them in the conduct of investigations;

WHEREAS, vital records, containing Kentucky birth data, directly relate to the ability of the LDP to conduct investigations; and

WHEREAS, the LDP has demonstrated a direct, tangible, and legitimate interest in the information contained in vital records;

NOW THEREFORE, the Cabinet and the LFUCG hereby mutually agree as follows:

- A. Vital records of births which have been filed with the Office of Vital Statistics shall be provided to LDP, on a daily basis, through the Birth Index File, beginning July 1, 2013.
- B. The Cabinet shall certify that each exchange of vital records or information contained therein is accurate, except that the parties expressly agree that the Cabinet is not responsible for the accuracy of information or data provided by third-parties, including but not limited to Social Security Numbers.
- C. The file layout for records or information exchanged pursuant to this Agreement shall be agreed upon by both parties.
- D. Both parties, including any subcontractors or agents of the party, agree to comply with all applicable state and federal confidentiality laws and to protect the security, confidentiality and integrity of health information. The LFUCG acknowledges and agrees that the Cabinet shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of the Agreement.
- E. Either party may terminate and cancel this Agreement, upon thirty (30) days written notice served on the other party outlining the reasons for cancellation or immediately for cause.
- F. The terms and conditions of this Agreement may only be amended by mutual written consent of both parties and no party shall assign its respective rights or obligations under this Agreement without prior written consent of the other party.
- G. All questions as to the execution, validity, interpretation, and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky and the parties further agree that any legal action, which is brought on the basis of this Agreement, shall be filed in the Circuit Court of Franklin County, Kentucky. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- H. The Agreement shall be effective on July 1, 2013 and shall terminate on June 30, 2016, unless previously terminated or cancelled by one of the parties, pursuant to the terms herein.
- I. The parties represent and warrant, by the signatures of their duly appointed representatives, that they are legally entitled to enter into this Agreement.

APPROVED:

Paul F. Royce 5/28/13
Paul F. Royce Date
State Registrar
Department for Public Health

Connie Gayle White md 30 May 2013
Stephanie Mayfield Gibson, MD, FCAP Date
Commissioner for SMG
Department for Public Health

Mayor Date
Lexington-Fayette Urban County Government

Ronnie Bastin 7/5/13
Chief of Police Date
Lexington Division of Police

EXAMINED AS TO FORM AND LEGALITY:

M. B.
Attorney Date
Cabinet for Health and Family Services